# BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

**"Selection of Service Provider for Sale of Smart Meters to prospective consumers on rate contract basis in retail outlets for arranging power supply to new connections (including temporary installations) along with Supply, Implementation, Commissioning of IT system for a period of 5 years & Maintenance of IT system for a period of 10 years in BESCOM Jurisdiction." vide Tender Enquiry No. BESCOM/2024-25/SE0193**

## GENERAL CONDITIONS OF CONTRACT (GCC)

## 1.0 Definition Of Terms

In these general conditions and specifications, the following expressions shall have the meanings herein assigned to them, unless there is something in the subject or context inconsistent with such meaning.

1.1 "BESCOM" shall mean the **BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED,** which has jurisdiction over the area of works, and its successor if any.

1.2 "**Contract and Contract Documents**" shall mean and include the Instructions to Bidders, Detailed Scope of Work, and General Conditions of Contract, Special Conditions of Contract and Annexures.

1.1 "**Contractor**" shall mean the tenderer / bidder whether a firm, registered company, partnership or an individual, whose tender has been accepted by BESCOM or by the Officer duly authorized on behalf of BESCOM, and who has entered into agreement with the BESCOM for due fulfillment of the Contract and shall also include legal representatives, Successors and Assignees of the tenderer.

1.2 **"Successful Bidder**" shall mean the Bidder whose bid has been evaluated and accepted for the Award of Contract.

1.3 '**Owner**'/**"Purchaser"/"Utility"** shall mean the **Bangalore Electric Supply Company Limited (BESCOM)** and shall include its Legal Representatives, Successors and Assignees.

1.4 **"Division**" shall refer to the respective O & M division office of the BESCOM directly in charge of the works.

1.5 '**Engineer**' shall mean the Officer appointed in writing by the **Owner** to act as Engineer from time to time for the purposes of the Contract and "**Engineer**" shall also include the Chief Engineer and/or Superintending Engineer and/ or Executive Engineer and /or Assistant Executive Engineer and / or Assistant Engineer of BESCOM.

1.6 The term '**Contract Price**' shall mean the lump sum Price comprised of Unit Price including all taxes and charges quoted by the Contractor in his Bid with additions and/or deletions as may be mutually agreed and incorporated in the Letter of Award, for the complete Scope of the Works.

1.7 "**Specifications**" shall mean the specifications annexed.

1.8 Words used in singular shall also include the plural and vice versa where the context so demands.

1.9 **"YEAR"** shall mean the financial year for various clauses referred in qualification.

1.10 **"PMPM Charges"** means the Service charges payment to be made by BESCOM to the Service Provider in Indian Rupee (INR) per meter per month for each category of meter as agreed. The Bidder shall quote the Service Charge for each meter type for the Contract Period on INR per meter per month basis in line with the payment schedule. Service charges include meter commissioning charges, communication charges, IT setup (HES & MDM), integration with existing Billing System, consumer app and also NOMC charges per meter inclusive of GST.

## 2.0 Contractor To Inform Himself Fully

2.1 The Contractor shall in writing get necessary clarifications by the Engineer in respect of the meaning of any of the conditions set forth in the Contract documents.

## 3.0 Agreement, Performance Guarantee / Security Deposit

3.1 Within a period of fifteen days, or such other period as may be mentioned in the letter of notification of acceptance of the tender, the successful Bidder shall furnish the required PERFORMANCE GUARANTEE / SECURITY DEPOSIT and shall enter into an agreement with BESCOM for "**Sale of Smart Meters to prospective consumers on rate contract basis in retail outlets for arranging power supply to new connections (including temporary installations) along with Supply, Implementation, Commissioning of IT system for a period of 5 years & Maintenance of IT system for a period of 10 years in BESCOM Jurisdiction"**, as per the conditions of contract.

3.2 All expenses incurred for completing and stamping the contract agreement shall be borne by the successful Bidder. The stamped agreement will be deposited with the BESCOM and a copy of the agreement signed by both parties shall be delivered to the firm.

## 4.0 Delivery Terms And Conditions

4.1 The detailed Scope of Work of the Service Provider along with the Specification of Smart Meters, Communication System, IT System Components, System Integration requirements and the maintenance of the system for the contract duration are specified in Detailed Scope of Work.

4.2 The approximate one-year requirement of all types of meters in BESCOM is approx. 4,00,000 Nos. These meters are required for new service connection and Temporary Connection. Further BESCOM may consider for replacement of MNR/DC, Net Metering and any other purpose on need basis against purchase orders placed by BESCOM.

4.3 **Delivery to BESCOM**

The contract order is initially valid for a period of **Five year** extendable for another five years at a time on mutually agreed terms. Purchase orders will be placed by the Corporate office/concerned O&M officers depending upon their requirement on need basis (meters required for replacement of MNR/DC, Net Metering, existing consumer installations and any other purpose on need basis against purchase orders placed by Corporate office or by concerned O&M officer with prior approval of Corporate office). The schedule shall be minimum of 90 days from the date of issue of purchase order to outlets/stores as specified in the purchase order and minimum of 7 days from the date of issue of Dispatch Instructions to outlets. (A schedule with the approximate requirement for next 90 days shall be given to the service provider, the service provider shall give the inspection call based on the anticipated requirement periodically and make available the meters for inspection)

5. **Inspection call**

During each inspection call, the bidder shall manufacture and offer for pre-dispatch inspection of each type of meters as detailed in the tender specifications. Further, the meters shall be dispatched only after issue of dispatch instructions by General Manager, (DAS, SG &TIC), BESCOM based on the inspection report.

In case of urgency/prevailing conditions, BESCOM at its discretion may waive off pre-dispatch inspection after obtaining approval from appropriate authority.

The successful Bidder shall intimate to the office of **GM (DAS, SG &TIC),** division wise quantity of meters to be delivered to the respective outlets/ Divisional Stores at the time of inspection call.

**Inspection and Tests:**

a. BESCOM or its Representative shall have the right to inspect and/or to Test the meters to confirm their conformity to the Contract. The Tests shall be done to validate the equipment's conformance to the Technical Specifications and the BESCOM shall notify the Supplier/Contractor in writing on the identity of any Representatives authorized for these purposes.

b. The Inspection and Tests may be conducted on premises of the Supplier/Contractor. When conducted on the premises of the Supplier/ Contractor all reasonable facilities and assistance including access to Drawings and Production Data shall be furnished to the Inspectors at no charge to BESCOM

c. If any inspected or Tested meters fail to conform to the Specifications, the BESCOM may reject them and the SP shall either replace the rejected meters or make all alterations necessary to meet Specification requirements free of Cost to the BESCOM. If the SP fails to offer meters for inspection on the specified date or the meters fails during the Test, all the expenses for subsequent inspections should be borne by the SP.

d. The SP shall offer the materials for inspection at least 15 days in advance.

The Service Provider has to open the retail outlets in each division as indicated in Annexure C, across the BESCOM and maintain sufficient stocks. Depending upon the ability, BESCOM will provide the required space and facilities for storing the Smart Meters. In case of non-availability of space at BESCOM Division, the Service Provider shall set up outlet in the Headquarter of that concerned O&M Division office of BESCOM. However, Monthly rental price per sqft for setting up of such Smart meter outlets at C, O&M Divisions of BESCOM shall be paid by BESCOM at the awarded price.

**5 Random Sample Testing At Mt Lab After Receipt Of Meters:**

The sample of meters shall be selected randomly from the lot of meters supplied in each area retail outlet/store in approximately 1000:20 ratios in case of single phase meters and three phase whole current. However, 3 phase CT operated meters to be tested at MT laboratory as per IS.

This ratio can be changed by BESCOM. Subsequent failure of meters in sample testing, BESCOM at its discretion, reserves the right to cancel the contract and consider awarding to other suppliers. The samples will be selected by BESCOM

authorized officer. All the meters shall be sealed in MT sealing lab before being dispatched to the retail outlet/store.

All the meters shall be sealed at factory in presence of BESCOM authorized representative before being dispatched to the retail outlet/store.

**6 Packing and forwarding:**

The meters shall be packed in cartons/ crates suitable for vertical/ horizontal transport as the case may be, and suitable to withstand handling during transport and outdoor storage during transit. The supplier shall be responsible for any damage to the equipment during transit, due to improper and inadequate packing. The easily damageable material shall be carefully packed and marked with the appropriate caution symbol. Proper arrangement for lifting, such as lifting hooks or handles etc., shall be provided. Any material found short or broken inside the packing cases shall be supplied immediately by supplier without any extra cost to BESCOM.

The packing shall be done as per the manufacturer's standard practice. However, packing should be safe and water- proof and manufacturer should ensure the packing such that, the material should not get damaged during transit by rail/ Road.

**7** The successful bidder shall maintain a minimum of three months average new connection requirement stock ready at the retail outlet. If the successful bidder fails to maintain minimum stock, BESCOM at its discretion will initiate the action as per the penalty clause. Average quantity will be intimated by BESCOM at the beginning of every quarter.

**8 Replacement Of Defective Meters:**

The meters declared defective by the consignees and / or by meter testing lab shall be replaced by the supplier upto the full satisfaction of the BESCOM at the cost of SP within 7 days of information by purchaser/stores officer.

**9** After the tender has been accepted by BESCOM or by any Officer duly authorized by the BESCOM to accept the tender, all orders and instructions to the firm, except as herein otherwise provided, will be given by the General Manager (Ele.), DAS, SG & TIC on behalf of the BESCOM.

**10** The retail outlet shall sell only those type of meters which are approved by BESCOM and any violation will entail cancellation of the arrangement by BESCOM beside initiating action for recovery of all losses against the existing firms.

**11** The supplier shall maintain record of the issue of meters and this can be checked by BESCOM's representative of the officer not below the rank of Executive Engineer at all reasonable times.

The meters supplied by successful bidder shall pass the tests as per the relevant clause of technical specs. Any time, during the contract period/ extended period, the purchaser/BESCOM reserves the right to test the meters and will be picked up from the outlets/supplied lots at random and the meters will be tested at CPRI lab at the cost of BESCOM.

If the meters fail in the above tests,

- The supplied Quantities pending at Outlets/ Divisional stores have to be taken back by the SP.
- Service Provider shall replace the defective meters as and when reported, out of the installed meters with good meters during the guarantee period. The same has to be replaced free of cost at his risk, failure to comply will attract penal action. An undertaking on the stamp paper in this regard has to be furnished by the SP.

**12** The Bidder shall be solely responsible for the entire scope of work detailed in the tender which includes Supply of Smart Meters, Implementation, Commissioning and Maintenance of IT system/AMI for successful operation of the project.

**13** The Successful Bidder may opt to form a Special Purpose Vehicle (SPV) comprising of a maximum of 4 members/entities anytime during the contract provided the Service Provider has a minimum of 51% share in the SPV.

**14** The firm shall display the maximum retail price duly indicating the basic price, GST etc. and produce all records for payment of taxes to concerned authorities when demanded.

**15** Whatever may be the conditions of sale specified or indicated in the quotation, it is only the conditions indicated in the Contract/Purchase order and tender specification that will be final and binding upon the BESCOM, and if any tenderer likes to add any other terms/conditions, the same shall be clearly brought out in the Tender itself as "DEVIATIONS", which may be considered if acceptable to BESCOM.

**16** In the event of the tender being accepted for the whole or any portion of the articles in the tender, the successful tenderer hereinafter referred to "Service Provider" shall execute all orders as per the delivery schedule stipulated in the Purchase Orders/Work Award to be placed by BESCOM.

## 17 Price Schedule

The Service Provider shall be responsible for the End to End delivery of the scope under the contract, however to mitigate and to provide provisions for additional scope of work as may be required form time to time the price schedule is derived as below:

Component A (Smart meter Cost and PMPM Service charge shall be quoted).

Component B (Manpower Cost & Monthly rental price for retail outlet shall be quoted).

The Bidder shall quote all the cost as mentioned in Component A and Component B mandatorily. However, for Financial evaluation, only Component A shall be considered. Component B prices shall be considered on need basis as per the clauses 3.2.3 and 3.2.4 of Detailed Scope of Work.

Price Schedule (Component A & Component B) shall be quoted in KPP Portal;

**COMPONENT A:**

| SN | Description | Unit of Measure | Unit Price in INR |
|---|---|---|---|
| | **CAPEX Smart Meter (To be borne by Consumers)** | | |
| SP1 | Single Phase Smart Meter with Box and communication Module | Per unit | |
| SP2 | Three Phase whole current Smart Meter with Box and Communication Module | Per unit | |
| SP3 | Three Phase LTCT Smart Meter with Box and Communication Module. | Per unit | |
| | **OPEX** PMPM (Life Cycle-10 years) Cost for Smart Meters**(To be borne by BESCOM)** | | |
| SP4 | PMPM (Life Cycle) Cost for Single Phase Smart Meter for 10 years. | Per unit | |
| SP5 | PMPM (Life Cycle) Cost for Three Phase whole current Smart Meter for 10 years. | Per unit | |
| SP6 | PMPM (Life Cycle) Cost for Three Phase LTCT Smart Meter for 10 years. | Per unit | |

**Note:**

- Smart meter Cost (Borne by the Consumers) includes:
  - Cost of the Smart Meter with Box and communication Module
- PMPM Cost (borne by the BESCOM) includes:
  - Implementation
  - Commissioning of IT system and Communication System.
  - Maintenance of IT system for a period of 10 years.
  - Infrastructure of the NOMC which caters the need of the Project Management Team and the Smart Meters network operations team in the space provided by BESCOM as mentioned in Annexure-E.

**COMPONENT B:**

| | **Monthly Rental Price for Outlets at C,O&M Divisions of BESCOM** | **Per sqft** | |
|---|---|---|---|
| RO1 | Monthly Rental Price for Outlets at C,O&M Divisions of BESCOM in Bangalore area. | | |
| RO2 | Monthly Rental Price for Outlets at C,O&M Divisions of BESCOM in other than Bangalore area. | | |
| | **Manpower Cost per month** | **Per Unit** | |
| RO3 | Skilled Manpower Cost per month. | | |
| RO4 | Semi-skilled Manpower Cost per month. | | |

**Note:** Manpower Cost per outlet (Two no. of skilled and Two no. of semi-skilled) on monthly basis. The Bidder shall not quote price lower than the minimum wages as defined by Department of Labour, GoK.

Monthly rental price per sqft for setting up Smart meter outlets at C,O&M Divisions of BESCOM for Bangalore area and other than Bangalore area. The Bidder shall not quote price lower than the standard rates of PWD.

**18 Terms Of Payment**:

**A.** The payment towards the Smart Meter will be paid by the Consumer at the retail outlet during the purchase of the meter.

**B.** The PMPM Cost for Smart Meters shall be paid by BESCOM on monthly basis to the Service Provider as detailed in Annexure H.

**C.** A suitable Direct Debit Facility will be established by BESCOM so that the payments towards the Service Provider are made on priority. A draft DDF is mentioned in Clause no. 13 of Annexure H.

**D.** Payment shall be made to the Service Provider:

i. Subject to penalty clause.
ii. Applicability of GST on penalty /LD as per Circular No.178/10/2022-GST dated: 03.08.2022.
iii. Deduction of GST TDS as per section 51 of CGST Act 2017.

**19.0 Penalty:**

19.1 Penalty for the deficiency of services and non-deliverables are as follows:

| Sl. No. | Particulars | Penalty levied at |
|---|---|---|
| 1 | In case of delay in delivering meters or materials against the delivery schedule or quantity ordered as per<br>a. PO to the Divisional Stores.<br>b. DI to the retail outlets | ½% per week subject to a maximum of 10% of the PO/ DI amount on delayed/ undelivered portion.<br>Note: Delay in delivery schedule for full and partial supply shall be calculated separately by considering the unit rate of each type of meters. |
| 2 | In case of No stock in outlet.<br>(Minimum stock quantity in each outlet is 1ph-100 nos., 3ph-50 nos., 3phCTop-25 nos., if not maintained considered as no stock) | Rs. 10,000 per outlet per week subject to a maximum of Rs.40,000 per outlet. |
| 3 | In case of poor quality meters supplied after successful type tests. | Equivalent to twice the meter cost applicable on no. of meters failed during testing. |
| 4 | In case of issue of Fake invoices related to Taxation/ GST. | BESCOM reserves the right to recover the loss sustained along with 10% of the loss amount as penalty. |
| **Note:** Exemption to penalty conditions may be allowed based on valid reasons as per clause 25.0 Force Majeure of GCC. Also, penalty attracts applicable GST. | | |

19.1.2 Penalty for maintaining AMI System as per SLA – Defined in Annexure F.

Due consideration will be given, however in the levy of penalty for reasons absolutely beyond the control of the contractor for which documentary evidence shall invariably be produced to the satisfaction of the competent authority.

**20.0 Effect & Jurisdiction of contract**

The laws applicable to the contract shall be the laws in force in India. The courts of Bangalore in Karnataka State shall have exclusive jurisdiction in all matters arising under the contract, including execution of arbitration awards.

**21.0** The contract period for Supply, Implementation, Commissioning of IT system shall be considered for a period of 5 years and Maintenance of IT system for a period of 10 years from the issue of DWA and may be extended for a period of 5 years on mutually agreed terms and conditions.

**22.0** If BESCOM call any other tender for rollout of Smart Metering then the New connections, temporary connections and MNR/DC will be exempted from those tenders until the concurrency of this tender or any extension thereof.

**23.0** If the BESCOM intend to bring any other Smart Meters that they have installed/going to install into this system, the same shall be provisioned by the Service Provider. The service provider will be paid for the IT System & O&M recurring fee for these meters. BESCOM will facilitate the integration requirements.

**24.0 Safety and Cyber Security**

- Successful Bidder shall ensure the safety and security of IT applications and database server(s) used for the purpose of operation as per the prevailing standards before hosting. The Bidder shall test all the applications for OWASP top 10 vulnerabilities and share compliance to BESCOM before acceptance.
- Successful Bidder shall provide the Services through MeitY empanelled Cloud only and the valid certificate shall be submitted to BESCOM.
- Successful Bidder shall adhere to the CEA (Cyber Security in Power Sector) Guideline, 2021 or latest guidelines issued by the CEA.
- Non-Disclosure Agreement (NDA) for Data sharing as per the Data Sharing Policy of BESCOM version 2 should be executed between BESCOM and all the team members having access to BESCOMs Smart meters and IT applications.
- The 3rd party cyber audit for Head End System (HES), Meter Data Management System (MDMS), System Integrator, Communication System, web portal, Mobile application and any other related to IT system incorporated for Smart Metering in BESCOM shall be done Prior to the Go-Live of the software infrastructure implementation and certificates are submitted to the BESCOM.
- Successful Bidder shall extend support during the cyber security audit activity by BESCOM and any observations shall be addressed immediately.

- The Successful Bidder shall provide safe and secured IT system during the entire contract period. Further, patches update shall be done as and when required by BESCOM without extra cost.

## 25.0 Force Majeure

Force Majeure is herein defined as any cause which is beyond the control of the Service Provider or the BESCOM as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the Performance of the Contract, such as:

a. Natural phenomena, including but not limited to Floods, Droughts, Earthquakes, and Epidemics.

b. Acts of any Government including but not limited to War, declared or undeclared, Priorities, Guarantees, and Embargoes. Provided either Party shall, within fifteen (15) days from the occurrence of such a cause, notify the other in writing of such causes.

The Service Provider or the BESCOM shall not be liable for delays in performing his obligations resulting from any Force Majeure cause as referred to and/or defined above. The date of Completion will be extended by a reasonable time even though such cause may occur after Contractor's Performance of obligation has been delayed due to other causes.

## 26.0 Termination Of Contract

Notice will be issued and Legal Action shall be taken against SP If there is any complaint lodged by consumers for collecting extra charges other than agreed cost for each meter mentioned in Rate contract.

In case the Service Provider fails to carry out the contract as per the scope of the work and terms and conditions of the tender or in case the Service Provider has completed any part consignment and failed to complete the balance within the contracted delivery period or if found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date, the BESCOM shall exercise its discretionary powers on any or all the following:

a. to recover from the supplier, as agreed, liquidated damages or by way of penalty, the amount as per penalty clause above; and

b. to collect the testing charges, rejection of lot and obtaining fresh performance Bank Guarantee as per clause no.26 of Instructions to Bidder.

c. or not to consider future offers for a specified period.

The decision of the BESCOM shall be final as regards the acceptability or otherwise of materials/equipment supplied.

## Annexure

**PROFORMA OF SELF DECLARATION ON BIDDER's PERFORMANCE**
**(To be furnished on Rs.500/- Notarized Stamp Paper)**

Ref …… Date ……

To,
The General Manager (Elec.),
DAS, SG&TIC, BESCOM,
BICC-1, 17th Cross, 24th main, Sector-2,
HSR Layout, Bengaluru-560102

Dear Sirs,

I*/We* have read and examined the requirement of the tender condition stipulated in Bid Documents relating to the Tender Enquiry No. …… for …… (full scope of Work).

I*/We* hereby undertake to declare that

i) I*/We* have not made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

ii) I*/We* have not any record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

iii) I*/We* have participated in the previous Tender for the same nature of work and had not quoted unreasonably high tender prices and furnished prices were rationally justified; and/or

iv) I*/We* have not been Black-Listed due to non-performance in execution of works by any Public Electrical Utility/Govt. utility as on date of bid submission; and/or

v) I*/We* have not been defaulted/short closed due to non-performance in execution of works against the order placed by any Public Electrical Utility/Govt. utility as on date of bid submission.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of award of work in terms of

provisions of clause entitled "Award of Contract" Section ITB, conditions of contract in the bid documents.

Date: Signature along with Seal of Co.

.....
(Duly authorised to sign the Tender On behalf of the Bidder)
Name .....
Designation .....
Name of Co ..... (in Block Letters)

***Strike out whichever is not applicable.**

## Annexure

**PROFORMA OF SELF DECLARATION FOR BORDER SHARING OR NOT SHARING BY BIDDERS**
**(To be furnished on Rs.500/- Notarized Stamp Paper)**

Ref …… Date …….

To,
The General Manager (Elec.),
DAS,SG&TIC, BESCOM,
BICC-1, 17th Cross, 24th main, Sector-2,
HSR Layout, Bengaluru-560102

Dear Sir,

I*/We* have read and examined the requirement of the tender condition stipulated against clause No. 11.0 (11) of Section IFB of Bid Documents relating to the Tender Enquiry No. …… for ……. (full scope of Work)

I*/We* hereby undertake to declare that **(Applicable in case of Bidders from Countries not sharing Border with India)**

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;

I*/We* certify that ……(Bidder) is not from such a country which shares a land border with India. I hereby certify that our bid fulfills all requirements in this regard and is eligible to be considered.

**OR**

I*/We* hereby undertake to declare that **(Applicable in case of Bidders from Countries sharing Border with India)**

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;

I*/We* certify that ……(Bidder) is from such a country which shares a land border with India and has been registered with the Competent Authority. I hereby certify that our bid fulfills all requirements in this regard and is eligible to be considered and also evidence of valid registration issued by the Competent Authority is uploaded.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of award of work in terms of provisions of clause entitled "Award of Contract" Section ITB, conditions of contract in the bid documents.

Date:

Signature along with Seal of Co.

.....
(Duly authorised to sign the Tender On behalf of the Bidder)
Name .....
Designation .....
Name of Co ..... (in Block Letters)

***Strike out whichever is not applicable.**

**Please Note : Among the above two declarations, only one which is applicable is to be declared.**

**Annexure**

**PROFORMA OF BANK GUARANTEE**

FOR BID SECURITY

(To be stamped in accordance with stamp Act)

Ref.…….  Bank Guarantee No.….

Date ……

To,

The General Manager (Elec.),
DAS,SG&TIC, BESCOM,
BICC-1, 17th Cross, 24th main, Sector-2,
HSR Layout, Bengaluru-560102

Dear Sir,

In accordance with Invitation to Bid under your Specification No.……M/s…… having its Registered/ Head Office at ……(hereinafter called the Bidder) wish to participate in the said Bid or……and you, as a special favour, have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of Rs.…….Valid up to ……..on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a Condition precedent for participation in the said Bid.

We, the…….Bank at …… having our Head Office at ……(local address) Guarantee and undertake to pay immediately on demand by Bangalore Electric supply Company Limited the amount of …… (in words & figures) merely on demand and **without any reservation, protest, demur and recourse. Any such demand made by said `BESCOM' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.**

This Guarantee shall be irrevocable and shall remain valid up to and including ****** If any further extension of this Guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s……on whose behalf this Guarantee is issued.

In witness whereof the Bank, through its authorised Officer, has set its hand and stamp on this ……day of……20 ……at…….

WITNESS:

…… .  ……

(Signature)  (Signature)

……  ……

(Name)  (Name)

……  ……

(Official Address)  (Designation with Bank Stamp)

Attorney as per
Power of Attorney No
Date ……

(*******) This date shall be thirty (30) days after the last date for which the Bid is valid.

**Annexure**

**PROFORMA OF BANK GUARANTEE FOR**

**CONTRACT PERFORMANCE**

**(To be stamped in accordance with stamp Act)**

Ref…….. Bank Guarantee No ……
Date ……

To,

The General Manager (Elec.),
DAS,SG&TIC, BESCOM,
BICC-1, 17th Cross, 24th main, Sector-2,
HSR Layout, Bengaluru-560102

Dear Sir,

In consideration of the Bangalore Electrical supply Company Limited, (hereinafter refereed to as the BESCOM which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having Awarded to M/s…… with its Registered/Head Office at …… (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of BESCOM's Letter of Award No……..dated…… and the same having been unequivocally accepted by the Contractor, resulting in a Contract bearing No……. dated ……..valued at……..for ……..(Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful Performance of the entire Contract equivalent to …… * ……(%)……percent) of the said value of the Contract to the BESCOM.

We …… (Name & Address)
having its Head Office at ……(hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby Guarantee and undertake to pay, the BESCOM, merely on demand any and all monies payable by the Contractor to the extent of ……..as aforesaid at any time up to ……..**……. (days/Month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the BESCOM on the Bank shall be conclusive and binding notwithstanding any difference between the BESCOM and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the BESCOM and further agrees that the Guarantee herein contained shall continue to be enforceable till the BESCOM discharges this Guarantee.

The BESCOM shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for Performance of the Contract by the Contractor. The BESCOM shall have the fullest liberty, without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the BESCOM and the Contractor or any other course or remedy or security available to the BESCOM. The Bank shall not be released to its obligations under these presents by any exercise by the BESCOM of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or Commission on the part of the BESCOM or any other indulgences shown by the BESCOM or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the BESCOM at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance, without proceeding against the Contractor and notwithstanding any Security or other Guarantee the BESCOM may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs.....and it shall remain in force up to and including .....and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s .....on whose behalf this Guarantee has been given.

Dated this .....day of .....20.....at .....

WITNESS:..... .....

(Signature) (Signature)

..... .....

(Name) (Name)

. ..... .....

(Official Address) (Designation with Bank Stamp)

Attorney as per Power of
Attorney No .....
Date .....

NOTE:

* This Sum shall be Five percent (05%) of the Contract Price.

** The date will be ninety (90) days after the end of Warranty Period as specified in the Contract.

1. The stamp papers of Rs. 500/- values shall be purchased in the name of issuing Bank.

## Annexure

**PROFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT HANDED OVER BY OWNER "FOR PERFORMANCE OF THE CONTRACT"**

**(For Owner supplied Equipments / Materials)**

**(On Non-Judicial Stamp Paper of appropriate value)**

# INDEMNITY BOND

THIS INDEMNITY BOND is made this.....day of .....20.....by .....a Company registered under the companies Act, 1956/ Partnership Firm/Proprietary concern having its Registered Office at .....(hereinafter called as 'Contractor' or 'Obligator' which expression shall include its successors and permitted assigns) in favour of Bangalore Electricity Supply Company Ltd., .....having its Project at ..... (hereinafter called as "BESCOM" which expression shall include its successors and assigns):

WHEREAS Owner has awarded to the Contractor a contract for .....vide his letter of award/letter of intent (as applicable)/ contract no .....dated .....and its amendment no . ..... (applicable when amendments have been issued ) in terms of which, it is required to hand over various equipments to the Contractor for execution of the contract.

And whereas by virtue of clause No .....of the said contract, the Contractor is required to execute an indemnity bond in favour of BESCOM for the equipment handed over to it by BESCOM for the purpose of erection in due performance of the contract (hereinafter called the "Equipment").

NOW THEREFORE, this indemnity bond witnesseth as follows:

1 That in consideration of various equipment as mentioned in the contract, valued at Rs .....(Rupees .....) to be handed over to the Contractor in installments from time to time for the purpose of performance of the contract, the Contractor hereby undertakes to indemnify and shall keep BESCOM indemnified, for the full value of the equipment. The Contractor hereby acknowledges receipt of the initial installments of the equipment as per details in the schedule appended hereto. Further, the Contractor agrees to acknowledge receipt of the subsequent installments of equipment as required by BESCOM in the form of schedules consecutively numbered, which shall be attached to this indemnity bond so as to form integral parts of this bond. It is expressly understood by the Contractor that handing over the equipments drawn from BESCOM stores by the Engineer or handing over the despatch title documents in respect of the said equipments duly endorsed by BESCOM in favour of the Contractor shall be construed as handing over the equipment purported to be covered by such title documents and the Contractor shall hold such equipments in trust as a trustee for and on behalf of BESCOM.

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit / protection and custody of the equipment at BESCOM project site against all risks whatsoever till the equipment are duly used / erected in accordance with the terms of the contract and the plant / package duly erected and commissioned in accordance with the terms of the Contract, is taken over by BESCOM. The Contractor undertakes to keep BESCOM harmless against any loss or damage that may be caused to the equipment

3. The Contractor undertakes that the equipment shall be used exclusively for the performance / execution of the contract strictly in accordance with its Terms and Conditions and no parts of the equipment shall be utilised for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this indemnity bond by the Contractor shall interalia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal / penal consequences.

4. That BESCOM is and shall remain the exclusive Owner of the equipment free from all encumbrances, charges or lien of any kind, whatsoever. The equipment shall at all times be open to inspection and checking by Engineer-in-Charge- / Engineer or other Employees / Agents authorised by him in this regard. Further, BESCOM shall always be free at all times to take possession of the equipment in whatever form the equipment may be, if in its opinion, the equipment are likely to be endangered, mis- utilised or converted to uses other than those specified in the contract, by any acts of omission or commission on the part of the Contractor or any other persons or on account of any mason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of BESCOM to return the equipment without any demur or reservation.

5. That this indemnity bond is irrevocable. If at any time any loss or damage occurs to the equipment or the same or any part thereof is mis-utlised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in-Charge/ Engineer of BESCOM as to assessment of loss or damage to the equipment shall be final and binding on the Contractor. The Contractor binds himself and undertakes to replace the lost / or damaged equipment at his own cost and / or shall pay the amount of loss to BESCOM" without any demur, reservation or protest. This is without prejudice or any other right to remedy that may be available to BESCOM against the Contractor under the contract and under this indemnity bond.

6. NOW THE CONDITION of this bond is that if the Contractor shall duly and punctually comply with the Terms and Conditions of this bond to the satisfaction of BESCOM, then the above bond shall be void, but otherwise, it shall remain in full force and virtue.

   IN WITNESS WHEREOF, the Contractor has hereunto set his hand through his authorised representative under the common seal of the Company, the day, month and year first above mentioned.

SCHEDULE NO. 1

| Particulars of the Equipment Handed over | Quantity | Value of the Equipment | Signature of Power of Attorney Holder of Contractor in token of receipt |
|---|---|---|---|
| | | | |

(Please number subsequent Schedules)

For and on behalf of
M/s .....

I i. Signature..... Signature .....

ii. Name ..... Name.....

iii. Address ..... Address .....
Authorised Representative

2. i. Signature.....
(Common Seal)

ii. Name ..... (In Case of Company)

iii. Address

* Indemnity bonds are to be executed by the authorised persons and (i) in case of contracting Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the Company with authority to execute Indemnity Bonds, (iii) In case of (ii), the original power of attorney if it is specifically for this contract or photostat copy of the power of

attorney if it is general power of attorney and such documents should be attached to indemnity bond.

## Annexure

### POWER OF ATTORNEY

(On Non-Judicial Stamp Paper of appropriate Value of Rs.100/-)
(To be furnished incase of registered company/ Partnership firm)

KNOW ALL MEN BY THESE PRESENTS that we .....a Company/ a Partnership Firm incorporated under the laws of .....and having its Registered Office/Head Office at .....(hereinafter called " Bidder" which expression shall unless repugnant to the Context or meaning thereof, include its successors, administrators and assigns) acting through Mr.....its constitute, nominate and appoint Mr.....working as .....in a .....a Company/ a Partnership Firm incorporated under the laws of ..... and having its Registered/ Head Office at .....as its duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative") to exercise all or any of the powers for and on behalf of the Bidder in regard to Specification No ..... Package .....the Bids for which have been invited by .....(Address "CESC") to undertake the following acts:

i) To submit proposal and participate in the aforesaid Bid Specification of the "BESCOM" on behalf of the "Bidder".
ii) To negotiate with the "BESCOM" the Terms and Conditions including Price for Award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the "BESCOM' for and on behalf of the Bidder.
iii) To receive accept and execute the Contract for and on behalf of the "Bidder".
iv) To do any other act or submit any Document related to the above.

It is expressly understood that the Power of Attorney shall remain valid, binding and irrevocable till submission of the Contract Performance Guarantee in terms of the Contract. The "Bidder" hereby agrees and undertakes to satisfy and confirm all whatsoever the said "Attorney"/"Authorised Representative" quotes in the Bid, negotiates and signs the Contract with the "BESCOM" and/or purports to act on behalf of the "Bidder" by virtue of this Power of Attorney and the same shall bind the "Bidder" as if done by itself.

IN WITNESS WHEREOF THE "Bidder" has executed these Presents at .....on this day Of..... ..... under the Common Seal of the Bidder company.

Specimen Signature of Attorney Holder
.....
(Name)

For and on behalf of

Common Seal of the above Bidder
Has been affixed thereunto, in the presence of.

WITNESSES:

1. Signature .....
Name.. .....
Designation ..... .....
Occupation .....

## IMPORTANT: TO BE UPLOADED IN KPP PORTAL

**PROFORMA OF EMD DECLARATION**

**(To be furnished on the Bidder's Letter Head)**

Ref .....  Date .....

**EMD DECLARATION**

To,

The General Manager (Elec.),
DAS,SG&TIC, BESCOM,
BICC-1, 17th Cross, 24th main, Sector-2,
HSR Layout, Bengaluru-560102

.

**Dear Sirs,**

I*/We* have read and examined the requirement of the tender condition stipulated against all clauses of Bid Documents relating to the Tender Enquiry No. ..... for ..... (full scope of Work).

I*/We*, hereby submit a declaration that the tender submitted by the undersigned, on behalf of the tenderer ..... (Name of the Tenderer), Shall not be withdrawn or modified during the period of validity or extended period of validity.

I*/We*, on behalf of the tenderer ..... (Name of the Tenderer), also accept the fact that in case the tender is withdrawn or modified during the period of its validity/extended validity period or if we fail to sign the contract in case the contract is awarded to us or we fail to submit a performance Security and Additional performance Security, if any, before the deadline fixed in the Tender Document, then ..... (name of the tenderer) will be debarred for participation on the tendering process for the procurements of this procurement Entity for a period of One Year from the date of default.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of award of work in terms of provisions of clause entitled "Award of Contract" Section ITB, conditions of contract in the bid documents.

Date:

Signature along with Seal of Co.

.....
(Duly authorised to sign the Tender On behalf of the Bidder)
Name .....
Designation .....
Name of Co ..... (in Block Letters)

*Strike out whichever is not applicable.

## Annexure

### BANKER'S (LIQUID ASSETS) CERTIFICATE

This is to certify that M/s. ..... is a reputed company with a good financial standing. If the contract for this work, namely ..... (name of the work) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. ..... to meet the working capital requirements for executing the above contract.

Sd/-

Name of the Bank, Senior Bank Manger

Address:.....

**Sd/-**
**General Manager(Ele.)**
**DAS, SG&TIC,**
**BESCOM**

*****